

**REMARKS**

This Application has been carefully reviewed in light of the final Office Action mailed August 19, 2005 (the "Office Action") and the July 16, 2007 decision of the Board of Patent Appeals and Interferences (the "Appeal Decision"). The Office Action rejected Claims 1-21, and the Appeal Decision upheld these rejections. In order to advance prosecution of this Application Applicants have cancelled Claims 1-21 and have added new Claims 22-41. Applicants respectfully submit that no new matter has been added. Applicants respectfully request reconsideration and favorable action in this case.

**Section 102 and 103 Rejections**

The Office Action rejected Claims 1-4, 8, 12, 16 and 20 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 5,910,984 issued to Low ("*Low*"). The Office Action also rejected Claims 5, 9, 13 and 17 under 35 U.S.C. 103(a) as being unpatentable over *Low* as applied to Claims 4 and 12 and further in view of U.S. Patent 5,768,353 to Browne ("*Browne*"). The Office Action additionally rejected Claims 6, 10, 14, 18, and 21 under 35 U.S.C. 103(a) as being unpatentable over *Low* as applied to claims 4 and 12 and further in view of U.S. Patent 5,862,325 to Reed, et al. ("*Reed*"). The Office Action also rejected Claims 7, 11, 15, and 19 under 35 U.S.C. 103(a) as being unpatentable over *Low* as applied to Claims 4 and 12 and further in view of *Browne* and *Reed*. These claims have been cancelled.

**New Claims**

Applicants add new Claims 22-41. Claims 22-41 contain no new matter and are fully supported by the specification as filed. At least for the reasons discussed below Claims 22-41 contain elements and/or limitations not disclosed, taught or suggested by the references cited.

Claim 22 recites initiating a backup procedure for a first network entity of the at least two remote network entities to backup first configuration data, the first configuration data comprising data for the setup and configuration of the first network entity. Neither *Low*, *Browne*, or *Reed* disclose, teach or suggest backing up configuration data comprising data for the setup and configuration of the first network entity. More specifically, the data disclosed by *Low*, *Browne*, or *Reed* is data used in individual connections or calls, not configuration

data for the first network entity. For example, *Low* discloses "sav[ing] call data to a backup store where it will survive a failure" (column 4, lines 18-19 (emphasis added)) and "the service-providing apparatus will effect back up of call state information" (column 6, lines 54-55 (emphasis added)). As another example, *Browne* discloses "collect[ing] data in a first network, for example the BT PSTN, relating to call instances" (column 5, lines 26-28 (emphasis added)) and "expand[ing] and validat[ing] the call data at both file and call record level" (column 5, lines 42-43 (emphasis added)). As yet another example, *Reed* discloses "transferred information controls the communication relationship" (Abstract (emphasis added)) and "the provider supplies within a communications object (110, FIG. 3) one or more elements, methods, rules (143, 141, 140, FIG. 3) or any combination of these governing the encoding formats to be used by communications transmissions resulting from this communications object" (column 50, lines 57-62 (emphasis added)). Thus, none of the cited references disclose initiating a backup procedure for a first network entity of the at least two remote network entities to backup a first configuration data, the first configuration data comprising data for the setup and configuration of the first network entity.

Claim 22 also recites locally storing the first configuration data for the first network entity within a database remote from the first network entity. In the Appeal Decision the Appeal Board found that the claim language of Claim 4 allowed for data to be stored within a database within the network element. *Appeal Decision*, page 10. Accordingly, the Board found that even though "reliable store 55" was within the SPA it disclosed the storing of local data at a database of the network element. *Id.* New Claim 22 recites that the database is remote from the first network entity. Thus, the claimed database can not be the "reliable store 55" disclosed by *Low* because "reliable store 55" is within SPA. *Low*, Fig. 10.

Therefore, for at least these reasons Applicants respectfully submit that Claim 22 is allowable, as are all claims depending therefrom. For analogous reasons Applicants also submit that Claim 32 is allowable, as are all claims depending therefrom.

Claim 23 recites that upon determining the first configuration data for the first network entity has become corrupted on the first network entity, transmitting to the first

network entity the first configuration data for the first network entity from the database remote from the first network entity. *Low* discloses that in case the first service logic fails the second logic is brought into operation from the backup store. *Low*, column 10, lines 49-62. As discussed above, because the backup store is within the SPA it does not transmit the second service logic, it simply is brought into action. Accordingly, for at least this additional reason Applicants respectfully request that Claim 23 be allowed. For analogous reasons Applicants also request that Claim 33 be allowed.

Claim 24 recites presenting details regarding the first configuration data for the first network entity to be transmitted to the first network entity from the database remote from the first network entity for display to a user. Neither *Low*, *Browne*, or *Reed* disclose, teach or suggest presenting details regarding the first configuration data for the first network entity to be transmitted to the first network entity from the database remote from the first network entity for display to a user. Therefore, for at least this additional reason Applicants respectfully request that Claim 24 be allowed. For analogous reasons Applicants also request that Claim 34 be allowed.

**CONCLUSION**

Applicants have made an earnest attempt to place this case in condition for allowance. For the foregoing reasons, and for other reasons clearly apparent, Applicants respectfully request full allowance of all pending claims. If the Examiner feels that a telephone conference or an interview would advance prosecution of this Application in any manner, the undersigned attorney for Applicants stands ready to conduct such a conference at the convenience of the Examiner.

With the addition of new claims, a filing fee of \$50.00 is due. The Commissioner is authorized to charge the \$50.00 fee, the \$790.00 RCE filing fee, and to the extent necessary, any additional required fees or credit any overpayments to Deposit Account No. 02-0384 of Baker Botts L.L.P.

Respectfully submitted,

BAKER BOTTS L.L.P.  
Attorneys for Applicants

A handwritten signature in black ink, appearing to read "Chad C. Walters", with a stylized flourish at the end.

Chad C. Walters  
Reg. No. 48,022

Date: September 14, 2007

**CORRESPONDENCE ADDRESS:**

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